

FILED

DEC 17 2001

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DEPUTY CLERK

LODGED

DEC 13 2001

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BY

7

DEPUTY CLERK

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,

Plaintiff,

v.

WAL-MART STORES, INC.,

Defendant.

Civil Action No. S99-0414 GEB DAD

CONSENT DECREE

Before: Honorable Garland E. Burrell, Jr.

Hearing: December 17, 2001 at 9:00 a.m.

1	<u>TABLE OF CONTENTS</u>	
2	TABLE OF CONTENTS	i, ii
3	INTRODUCTION	1
4	FINDINGS	1
5	I. NON-DISCRIMINATION	2
6	II. NON-RETALIATION	3
7	III. MONETARY RELIEF	3
8	A. Total Settlement Amount	3
9	B. Monetary Relief for Steve Sanders, Carl Burch and John Bendall	4
10	C. Job Offer for Steve Sanders	5
11	D. \$3,000,000 Settlement Fund	6
12	E. Claims Administrator	6
13	F. Criteria for Determining Potential Eligible Claimants	7
14	IV. NOTIFICATION OF SETTLEMENT / CLAIMS PROCESS	7
15	A. Hiring Location Notice	7
16	B. Website Notice	8
17	C. Print Media Notice	8
18	V. CLAIMS PROCESS	9
19	A. Determination and Notification of Eligibility	9
20	B. Objection Procedure	11
21	C. Court Approval of Monetary Relief	11
22	D. Submission of Final Distribution List	11
23	E. Notification and Distribution of Final Settlement Amounts	12
24	F. Payment Reconciliation	12
25	G. Surplus Funds to Non-profit Organizations	12
26	H. Wal-Mart to Pay Fund Costs	13
27	I. Job Offers	13
28	VI. APPOINTMENT OF SPECIAL MASTER	15
	VII. ADA COORDINATOR	17
	VIII. ABOLITION OF THE MATRIX	18
	IX. ADA POLICIES AND PROCEDURES	19
	X. STAFF TRAINING AND DEVELOPMENT	21
	XI. RECORD KEEPING	23
	XII. POSTING OF NOTICE	23
	XIII. AUDITS	23

XIV. PERFORMANCE EVALUATIONS	24
XV. COMPLIANCE	24
XVI. DURATION OF CONSENT DECREE	25

ATTACHED EXHIBITS

Exhibit A	List of Pending Cases	3, 4
Exhibit B	Wal-Mart Distribution Centers, 1994-1998	7, 13
Exhibit C	Claim Form	7, 9
Exhibit D	Job Application	7, 9
Exhibit E	Notice for Media and Centers	7, 8
Exhibit F	List Of Top Fifty Metro Newspapers	8
Exhibit G	Notice II	23

INTRODUCTION

The United States Equal Employment Opportunity Commission (the “Commission” or “EEOC”) filed this action against the Defendant, Wal-Mart Stores, Inc. (“Wal-Mart”) to enforce Title I of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (“the ADA”) and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The Commission’s Complaint alleges that Wal-Mart discriminated against Steve Sanders by failing to accommodate his disability, and by terminating him because of his disability. The EEOC also alleged that Wal-Mart made illegal preemployment medical inquiries to a class of victims. The Commission’s Complaint seeks to recover back pay, front pay, compensatory damages, punitive damages, and injunctive relief.

As a result of the parties having engaged in settlement negotiations, the parties agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree was entered into by the parties as an amicable way of resolving all outstanding differences that may have existed in this case. This Consent Decree is intended and does fully and finally resolve any and all claims arising out of the Complaint filed by the EEOC.

The parties do not object to the jurisdiction of the Court over this action and waive the Entry of Findings of Fact and Conclusions of Law.

FINDINGS

It is **ORDERED, ADJUDGED AND DECREED:**

Having examined the terms and provisions of this Consent Decree and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

1. This Consent Decree resolves all claims arising out of the issues between the Commission and Wal-Mart in this lawsuit, including, without limitation, back pay, front pay, compensatory and punitive damages, injunctive relief, costs, and attorneys’ fees.

1 2. The Court has jurisdiction of the subject matter of this action and of the
2 parties.

3 3. The terms and provisions of this Consent Decree are adequate, fair,
4 reasonable, equitable, and just. The rights of the parties are adequately protected by this
5 Consent Decree.

6 4. This Consent Decree conforms with the Federal Rules of Civil Procedure
7 and the ADA and is not in derogation of the rights and privileges of any person. The
8 entry of this Consent Decree will further the objectives of the ADA and will be in the best
9 interests of Wal-Mart, the Commission, and the public.

10 **I. NON-DISCRIMINATION**

11 5. In all matters arising from or relating to employment, Wal-Mart and its
12 officers, agents, employees, successors, and assigns, and all of those in active concert or
13 participation with them, or any of them, shall not engage in any employment practice
14 which unlawfully discriminates against an employee or applicant under the Americans
15 with Disabilities Act. Prohibited discrimination includes, but is not limited to:

- 16 a. refusing to hire or rehire a qualified individual with a disability
17 because of his/her disability;
 - 18 b. refusing to provide a reasonable accommodation to a qualified
19 individual with a disability;
 - 20 c. discharging a qualified individual with a disability because of his/her
21 disability;
 - 22 d. maintaining any practice or policy that violates the ADA by
23 depriving or tending to deprive any individual of employment
24 opportunities because of such individual's disability;
 - 25 e. discriminating against persons on the basis of their disabilities in the
26 terms and conditions of their employment; and,
 - 27 f. making disability related pre-employment inquiries.
- 28

II. NON-RETALIATION

6. Wal-Mart, its officers, agents, employees, successors, assigns, and all those in active concert or participation with them, or any of them, shall not engage in reprisal or retaliation of any kind against any person because such person:

- a. opposed any practice made unlawful under the ADA;
- b. filed a charge of discrimination with the Commission or a state agency or testified or participated in any manner in any investigation, proceeding, or hearing under the ADA;
- c. requested and/or received relief in accordance with this Consent Decree;
- d. participated in any manner in this action or in the investigation giving rise to this action; or
- e. asserted any rights under this Consent Decree.

III. MONETARY RELIEF

A. Total Settlement Amount

7. In resolution of this and other related pending litigation, Wal-Mart has agreed to pay a total of SIX MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$6,800,000.00). By agreement and consistent with the terms of this Consent Decree, judgment is hereby entered in this litigation against Wal-Mart in the amount of THREE MILLION FIVE HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED NINETY ONE DOLLARS AND NINETY FOUR CENTS (\$3,562,491.94). In the twelve (12) related actions, which comprise all other pending EEOC cases in litigation against Wal-Mart under the ADA, (itemized on Exhibit A hereto) pending in United States District Courts throughout the United States, Wal-Mart has agreed to cumulative additional payments totaling THREE MILLION TWO HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED EIGHT DOLLARS AND TEN CENTS (\$3,237,508.10).

1 8. Within fourteen days of the entry of this Consent Decree, the Commission
2 and Wal-Mart have agreed to file appropriate consent decrees in each of the cases listed
3 on Exhibit A. The Commission and Wal-Mart have agreed and understand that each
4 Court outlined in Exhibit A is where jurisdiction is and remains for all purposes for those
5 cases. It is understood and agreed that those consent decrees will require offers of
6 employment to affected individuals (including charging parties and class members), in the
7 cases listed in Exhibit A.

8 **B. Monetary Relief for Steve Sanders, Carl Burch, and John Bendall**

9 9. Within fifteen (15) days after this Consent Decree is approved by the Court,
10 Wal-Mart shall make payment in the form of a business check made payable to Steve
11 Sanders, and will send a copy of the check to Lynn L. Palma, Senior Trial Attorney,
12 EEOC, 901 Market, Suite 500, San Francisco, CA 94103, made payable to him in the
13 gross amount of \$202,879.74, including:

- 14 a. \$43,026.95 for back pay, less only any applicable deductions for the
15 employee's portion of FICA and applicable federal and state income
16 tax withholdings;
17 b. \$284.95 for interest on the back pay; and,
18 c. \$159,567.84 for compensatory damages.

19 10. Within fifteen (15) days after this Consent Decree is approved by the Court,
20 Wal-Mart shall make payment in the form of a business check made payable to Carl
21 Burch, and will send a copy of the check to Lynn L. Palma, Senior Trial Attorney, EEOC,
22 901 Market, Suite 500, San Francisco, CA 94103, made payable to Carl Burch in the
23 gross amount of \$171,838.57, including:

- 24 a. \$9,315.47 for back pay, less only any applicable deductions for the
25 employee's portion of FICA and applicable federal and state income
26 tax withholdings;
27 b. \$54.03 for interest on the back pay; and,
28

1 c. \$162,469.07 for compensatory damages.

2 11. Within fifteen (15) days after this Consent Decree is approved by the Court,
3 Wal-Mart shall make payment in the form of a business check made payable to John
4 Bendall, and will send a copy of the check to Lynn L. Palma, Senior Trial Attorney,
5 EEOC, 901 Market, Suite 500, San Francisco, CA 94103, made payable to John Bendall
6 in the gross amount of \$187,773.63, including:

7 a. \$36,696.07 for back pay, less only any applicable deductions for the
8 employee's portion of FICA and applicable federal and state income
9 tax withholdings;

10 b. \$212.82 for interest on the back pay; and,

11 c. \$150,864.14 for compensatory damages.

12 12. Wal-Mart will forward to Steve Sanders, Carl Burch, and John Bendall,
13 with the checks described above, an itemized statement of withholdings for each amount
14 withheld, including the employee share of FICA and the applicable federal and state
15 income withholdings from each amount allocated as back pay. Wal-Mart will issue a
16 Form 1099 for all other payments.

17 **C. Job Offer for Steve Sanders**

18 13. Within thirty (30) days after this Consent Decree is approved by the Court,
19 Wal-Mart will offer Steve Sanders full or part-time employment, at his option, with any
20 necessary reasonable accommodation, for which he is qualified, at the average rate he
21 would have earned had he not been terminated on February 3, 1996. Mr. Sanders shall
22 have thirty (30) days from the date of the job offer to accept the job offer. Wal-Mart
23 agrees to provide all necessary reasonable accommodations to Steve Sanders. Wal-Mart
24 agrees to assign work schedules, vacation days, sick days, and other benefits of
25 employment to Mr. Sanders that would have been his to enjoy had Wal-Mart continuously
26 employed him since February 3, 1996. After completion of the 90-day probationary
27 period, Steve Sanders will be awarded the effective corporate service date of February 3,
28

1 1996 and this date will be the basis for determining his entitlement to wages and benefits,
2 consistent with all applicable Wal-Mart policies and procedures for hourly employees.
3 Wal-Mart will enroll Steve Sanders in any and all benefits, including but not limited to,
4 health and dental benefits, effective the first day of employment.

5 **D. \$3,000,000 Settlement Fund**

6 14. Within seven (7) days of the Court's approval of the final allocation of the
7 Settlement Fund as described below, Wal-Mart shall pay the gross sum of THREE
8 MILLION DOLLARS (\$3,000,000.00) ("Settlement Fund") to the Claims Administrator,
9 whose position is described in paragraph 17, to be distributed among all "Eligible
10 Claimants" (as that term is defined below), all in accordance with the provisions of this
11 Consent Decree.

12 15. The Settlement Fund shall be used solely to make payments to individuals
13 who timely submit Claim Forms ("Claimants") and whom the Claims Administrator and
14 the EEOC determine, subject to Court approval, to be eligible to receive monetary relief
15 in this lawsuit ("Eligible Claimants").

16 16. No persons or entities other than Eligible Claimants shall receive any
17 payments from the Settlement Fund, except for the non-profit organizations identified in
18 paragraph 36 below.

19 **E. Claims Administrator**

20 17. Within seven (7) days from the date of entry of this Consent Decree, Wal-
21 Mart shall hire a Claims Administrator, with the approval of the EEOC. Wal-Mart shall
22 be solely responsible for all costs and fees of the Claims Administrator and the work that
23 it does or contracts to be done. The Claims Administrator shall be responsible for:

- 24 a. the distribution of Claims Forms and Job Applications;
25 b. the initial determination of potential Eligible Claimants under this
26 Consent Decree;
27 c. the distribution of the Settlement Fund; and,
28

- d. the distribution of any remaining money to the non-profit organizations identified in paragraph 36 below.

18. Wal-Mart agrees that the EEOC shall be the sole determiner of who is an Eligible Claimant under this Consent Decree and the amount of monetary relief to be received by any Eligible Claimant subject only to the approval of the Court as described in paragraphs 31 and 32 below.

F. Criteria For Determining Potential Eligible Claimants

19. Only those Claimants who satisfy **each and all** of the following criteria are potential Eligible Claimants:

- a. between January 1, 1994, and December 31, 1998, the Claimant applied for a job at a Wal-Mart Distribution Center, listed in Exhibit B, ("the Applicable Facility");
- b. the Claimant was not hired by Wal-Mart;
- c. the Claimant met all the non-discriminatory job qualifications at the time of application; and,
- d. the Claims Administrator timely receives from such Claimant, in accordance with the procedures set forth in this Consent Decree, a completed Claim Form, attached to this Consent Decree as Exhibit C, and a completed Application for Employment, attached to this Consent Decree as Exhibit D.

IV. NOTIFICATION OF SETTLEMENT / CLAIMS PROCESS

A. Hiring Location Notice

20. On or before the Monday immediately following the entry of this Consent Decree and until March 1, 2002, (the "Notification Period"), Wal-Mart agrees to prepare and post the notice attached as Exhibit E ("Notice") in all the Distribution Centers listed in Exhibit B.

- a. The Notice posted will be produced on 8" by 11" glossy stock paper.
- b. The Notice will be displayed in two places at each Applicable Facility:
 - (1) in the employee area where labor and employment notices are posted; and,
 - (2) in the area where job applications are distributed.
- c. Wal-Mart's Personnel Manager at each of the Applicable Facilities, or his/her immediate assistant, will maintain a monthly sheet verifying that the two posters continue to be displayed in the proper locations. This Monthly Verification Sheet will be signed by the Personnel Manager or his/her immediate assistant and sent to the ADA Coordinator the last Friday of each month during the Notification Period.

B. Website Notice

21. As a further means of notifying potential Eligible Claimants of the settlement of this lawsuit and of the claims process described in this Consent Decree, Wal-Mart agrees to publish the notice attached as Exhibit E on the website established for purposes of claims in this lawsuit (the "claims website") during the Notification Period.

C. Print Media Notice

22. As a further means of notifying potential Eligible Claimants of the settlement of this lawsuit and of the claims process described in this Consent Decree, Wal-Mart will publish the Notice in certain print media as follows:

- a. two insertions each in the Top 50 major metropolitan newspapers, enumerated in Exhibit F, published in a size not smaller than 6" wide by 6.5" high, inserted in the general newspaper section and not the classified section, on the dates of December 23, 2001, and December 30, 2001;

- b. insertions in PEOPLE Magazine, published in a size not smaller than half a page, dated December 21, 2001, and December 28, 2001;
- c. two insertions in Parade Magazine (published nationally), published in a size not smaller than 5 1/4" by 7" (peninsula layout) on the dates of January 20, 2002, and January 27, 2002; and,
- d. two insertions in USA Weekend, which is published nationally, published in a size not smaller than 4 3/4" by 5 3/8" on the dates of January 20, 2002, and January 27, 2002.

V. CLAIMS PROCESS

A. Determination and Notification of Eligibility

23. The Claims Administrator shall mail a copy of the Claim Form, attached as Exhibit C, and an Application for Employment, attached as Exhibit D, to each individual who requests a Claim Form within three (3) working days of receiving the request.

24. All Claim Forms must be postmarked by March 1, 2002, to be considered.

25. Each Claim Form submitted to the Claims Administrator shall be reviewed by the Claims Administrator within seven (7) calendar days of the date of receipt of the Claim Form.

26. Within seven (7) calendar days of the date of receipt of the Claim Form, the Claims Administrator will respond by:

- (1) where there is a non-substantive deficiency in the materials, sending a notice to the Claimant explaining the deficiency, and informing the claimant that the deficiency must be corrected within fourteen (14) calendar days; or,
- (2) sending a notice that:
 - (a) the individual has been initially designated as a potential Eligible Claimant; and,

1 (b) advising the individual that the EEOC will review the claim
2 form and determine if the potential Eligible Claimant is an
3 Eligible Claimant, and that the EEOC may conduct additional
4 investigation in making that determination; or,

5 (3) sending a notice that:

6 (a) the individual has been found ineligible for relief under this
7 Consent Decree for either:

8 i) failing to have the claim postmarked by March
9 1, 2002, or,

10 ii) failing to have applied during the relevant time
11 period, or,

12 iii) failing to meet Wal-Mart's non-discriminatory
13 job qualifications at the time of application; and,

14 (b) the individual will have an opportunity to object to the Claim
15 Administrator's determination of eligibility in accordance
16 with the provisions of this Consent Decree.

17 27. The Claims Administrator will send copies of the Claim Forms of the
18 individuals initially determined to be potential Eligible Claimants to the EEOC at the
19 same time that the notices are sent to the potential Eligible Claimants.

20 28. The EEOC will determine which of the potential Eligible Claimants were
21 adversely affected by Wal-Mart's disability related pre-employment inquiries and are
22 therefore Eligible Claimants entitled to relief under this Consent Decree. In making this
23 determination the EEOC, in its own discretion, may seek additional information. The
24 EEOC will notify all potential Eligible Claimants who it determines are not entitled to
25 relief under this Consent Decree.

1 **B. Objection Procedure**

2 29. Any Claimant whose Claim Form is timely received by the Claims
3 Administrator and who desires to object to the Claims Administrator's determination
4 concerning potential eligibility may do so by mailing to the Special Master (as described
5 below), within thirty (30) days after the date of mailing of the Claims Administrator's
6 determination, a written objection. Any such written objection must state the basis for the
7 objection and include supplementary explanation and/or documentation.

8 30. The Special Master shall promptly consider each written objection he or she
9 receives. Within twenty-one (21) days after receiving any objections made by a Claimant,
10 or as soon thereafter as is practicable, the Special Master shall render a final determination
11 as to whether the objecting Claimant is a potential Eligible Claimant. The Special Master
12 shall, on the same day, notify in writing the Claims Administrator, the EEOC, and the
13 objecting Claimant of that final determination. The determination shall be binding upon
14 the EEOC, the Claims Administrator, and the objecting Claimant.

15 **C. Court Approval of Monetary Relief**

16 31. The EEOC shall make a determination as to the amount of monetary relief
17 from the Settlement Fund that will be awarded to each Eligible Claimant. The EEOC will
18 determine the amount to be paid to each Eligible Claimant after all of the Claim Forms
19 have been processed. The EEOC will notify the Court and request approval of the Court
20 for the final distribution. Wal-Mart agrees that it will neither participate in nor object to
21 the EEOC's determinations.

22 **D. Submission of Final Distribution List**

23 32. Within thirty (30) days of the final determination by the EEOC, the EEOC
24 shall file with the Court a motion for the Court's approval of the allocation of the
25 Settlement Fund among Eligible Claimants as determined by the EEOC. In connection
26 with this motion, the EEOC shall file a final settlement distribution list which shall
27 contain the name, address, and final gross settlement amount for each Eligible Claimant.
28

1 **E. Notification and Distribution of Final Settlement Amounts**

2 33. Within fourteen (14) days after the Court enters an Order approving the
3 EEOC's proposed allocation of the Settlement Fund, Wal-Mart shall ensure that the
4 Claims Administrator shall forward payment to each eligible claimant by certified mail,
5 return receipt requested. Return Receipt cards shall be maintained in a central location
6 and made available for review by the EEOC. The Claims Administrator will mail copies
7 of the checks to the Commission's San Francisco, California, and Phoenix, Arizona,
8 Regional Attorneys at the same time it mails the checks to each Eligible Claimant.

9 **F. Payment Reconciliation**

10 34. Wal-Mart shall ensure that the Claims Administrator shall send to the
11 EEOC a listing of each payee's name and the check amount. Wal-Mart shall ensure that
12 the Claims Administrator shall promptly notify the EEOC in writing of any checks that
13 are returned or any checks that are not cashed after a period of ninety (90) days has
14 elapsed from the date on which the settlement checks were mailed.

15 35. As directed by the EEOC, the Claims Administrator shall take further steps
16 in a timely manner to reach those Eligible Claimants who did not receive and/or deposit
17 their settlement checks.

18 **G. Surplus Funds to Non-Profit Organizations**

19 36. In the event that any portion of the Settlement Fund, including accrued
20 interest, has not been distributed as required by this Consent Decree after a period of one
21 hundred twenty (120) days has elapsed from the date on which the settlement checks were
22 mailed by the Claims Administrator, then such remaining amounts from the Settlement
23 Fund shall be paid to one or more of the following non-profit disability rights
24 organizations:

- 25 a. National Association of the Deaf;
26 b. National Information Center on Deafness;
27 c. American Diabetes Association;
28

- 1 d. American Paralysis Association; and,
- 2 e. American Association of People with Disabilities.

3 EEOC shall determine the amount to be given to each organization listed above, subject to
4 Court approval, and shall so notify Wal-Mart's counsel.

5 **H. Wal-Mart to Pay Fund Costs**

6 37. Wal-Mart agrees to pay all costs associated with the distribution of the
7 Settlement Fund to Eligible Claimants, including, without limitation, all costs associated
8 with the creation of the Settlement Fund, all costs related to the issuance and mailing of
9 checks from the Settlement Fund, and all costs relating to the Special Master.

10 38. All amounts distributed from the Settlement Fund constitute "compensatory
11 damages," under the Civil Rights Act of 1991, 42 U.S.C. §1981a and no payment made to
12 Eligible Claimant pursuant to this Consent Decree shall constitute or be considered back-
13 pay.

14 39. Wal-Mart will issue a United States Internal Revenue Service Form 1099 to
15 each Eligible Claimant for all payments from the Settlement Fund.

16 **I. Job Offers**

17 40. Within fourteen (14) days of Court approval of the final Eligible Claimants
18 list, the EEOC shall forward to the ADA Coordinator (as described below) a list of all
19 Eligible Claimants and completed Job Application Forms. Within thirty (30) days of
20 receipt of the completed Job Application Forms, the ADA Coordinator will determine
21 which Eligible Claimants are qualified for employment in accordance with Wal-Mart's
22 legitimate non-discriminatory criteria ("Qualified Applicants").

23 41. Within sixty (60) days of the determination of Qualified Applicants, the
24 ADA Coordinator will:

- 25 a. notify each Qualified Applicant of their potential eligibility for an
- 26 offer of employment at an Applicable Facility listed in Exhibit B, and
- 27 the method for obtaining an interview at the Applicable Facility,
- 28

1 arrange for such interviews at the Applicable Facility, and ascertain
2 the then-current job openings at the Applicable Facility; and,
3 b. notify each Eligible Claimant who is not a Qualified Applicant of the
4 reason(s) for their rejection and of their ability to object to the ADA
5 Coordinator's determination concerning their status as a Qualified
6 Applicant by mailing to the ADA Coordinator, within fourteen (14)
7 days after the date of mailing of the ADA Coordinator's
8 determination, a written objection. Any such written objection must
9 state the basis for the objection and submit supplementary
10 explanation and/or documentation.

11 42. Within two (2) weeks after receipt of any such written objection, the ADA
12 Coordinator shall review the determination of whether the objecting Eligible Claimant
13 was a Qualified Applicant, either modify the determination, or deny the objection and
14 submit the objection to the Special Master, with a copy to the EEOC.

15 43. The Special Master shall promptly consider each written objection he or she
16 receives. Within twenty-one (21) days after receiving from the ADA Coordinator any
17 objections made by an Eligible Claimant, or as soon thereafter as is practicable, the
18 Special Master shall render a final determination as to whether the objecting Eligible
19 Claimant is a Qualified Applicant. The Special Master shall, on the same day, notify in
20 writing the ADA Coordinator, the EEOC, and the Eligible Claimant of that final
21 determination. The determination shall be binding upon the EEOC, the ADA
22 Coordinator, and the objecting Eligible Claimant.

23 44. Qualified Applicants who have completed the interview process will be
24 given preference in job offers at the Applicable Facility in the following manner:

25 a. The ADA Coordinator will maintain a roster of Qualified Applicants
26 for nine (9) months from the date the ADA Coordinator receives the
27 list of Eligible Claimants and Job Applications from the EEOC,
28 ("the Offer Period").

- b. The ADA Coordinator will ascertain job openings at each Applicable Facility every thirty (30) days during the Offer Period.
- c. The Qualified Applicant will be extended a job offer at the Applicable Facility in preference to similarly qualified applicants for open positions during the Offer Period.
- d. Within fourteen (14) days of the expiration of the Offer Period, the ADA Coordinator will notify each Qualified Applicant who has not received a job offer that their application for employment is no longer actively being considered.

VI. APPOINTMENT OF SPECIAL MASTER

45. Within thirty (30) days of entry of this Consent Decree, Wal-Mart agrees to select, subject to approval of the EEOC, an independent consultant with expertise in EEO, the ADA, and personnel matters (the "Special Master")¹ to perform the duties described below, and to review and critique Wal-Mart's compliance and implementation of this Consent Decree. The EEOC shall notify Wal-Mart within fourteen (14) days whether or not it approves of Wal-Mart's choice. In the event that the EEOC and Wal-Mart are unable to agree on the selection of a Special Master, they may each submit the names and curriculum vitae of not more than two proposed consultants, and the Court will make the selection.

46. Wal-Mart will compensate the Special Master at a negotiated rate and shall reimburse the Special Master's reasonable expenses.

47. The Special Master will have the authority and the obligation, subject to the supervision of the Court:

- a. to review and critique Wal-Mart's implementation of this Consent Decree;

¹ The term "Special Master" in this Consent Decree does not refer to the Special Master identified in Federal Rule of Civil Procedure 53.

- 1 b. to make recommendations to Wal-Mart's ADA Coordinator at least
- 2 quarterly;
- 3 c. to report to the parties and the Court;
- 4 d. to determine who is a potential Eligible Claimant, as may be
- 5 necessary; and,
- 6 e. to determine who is a Qualified Applicant, as may be necessary.

7 48. The Special Master shall, to the maximum extent practicable and consistent
8 with the Special Master's obligations, work collegially, non-disruptively, and
9 cooperatively with Wal-Mart as not to unduly interfere with Wal-Mart's operations. Wal-
10 Mart agrees to cooperate with the Special Master, to the maximum extent practicable.

11 49. The Special Master shall, upon reasonable notice to the ADA Coordinator,
12 have reasonable access to relevant documents, premises, employees, and other sources of
13 information necessary to exercise his or her duties under this Consent Decree.

14 50. The Special Master may make recommendations to Wal-Mart concerning
15 the implementation of this Consent Decree. The Special Master and Wal-Mart may
16 together consider and modify such recommendations. The Special Master shall submit a
17 copy of his/her recommendations and any subsequent modifications to the ADA
18 Coordinator and the EEOC within fourteen (14) days of his/her recommendations.

19 51. Within thirty (30) days of receipt of the annual report from the ADA
20 Coordinator, and annually thereafter, the Special Master shall provide a written report to
21 the parties with respect to Wal-Mart's progress in implementing this Consent Decree.

22 52. Each report shall:

- 23 a. describe the activities of the Special Master during the period;
- 24 b. provide an assessment of Wal-Mart's success in implementing the
- 25 terms of the Consent Decree;
- 26 c. describe any changes in Wal-Mart's policies or practices made by
- 27 Wal-Mart in order to implement or meet the objectives of the
- 28 Consent Decree;

1 d. discuss any recommendations of the Special Master to Wal-Mart and
2 Wal-Mart's response; and,

3 e. include such other information as the Special Master deems
4 appropriate.

5 53. The Special Master and the EEOC shall have reasonable access to review all
6 non-privileged records maintained by the ADA Coordinator relating to the
7 implementation or administration of this Consent Decree.

8
9 **VII. ADA COORDINATOR**

10 54. Within fourteen (14) days of the entry of this Consent Decree, Wal-Mart
11 agrees to hire an ADA Coordinator, who has expertise in the ADA and personnel matters,
12 to oversee Wal-Mart's compliance with and implementation of this Consent Decree. Wal-
13 Mart's ADA Coordinator will be responsible for:

- 14 a. coordinating Wal-Mart's compliance with the ADA;
15 b. ensuring Wal-Mart's compliance with this Consent Decree;
16 c. making any decision about undue hardship in the provision of
17 reasonable accommodations;
18 d. maintaining records for all employees' requests for accommodation
19 under the ADA;
20 e. reporting to the Special Master and the EEOC on an annual basis on
21 Wal-Mart's efforts to accommodate individuals with disabilities;
22 f. acting as the liaison between Wal-Mart and the Special Master;
23 g. assisting in developing Wal-Mart's ADA Policy;
24 h. assisting in developing and implementing Wal-Mart's ADA Training
25 Program;
26 i. resolving all employee appeals from a denial of a request for a
27 reasonable accommodation; and,
28

1 j. developing an ADA checklist for the use by the auditors as outlined
2 in paragraph 77-79 below.

3 55. The ADA Coordinator will report to the Special Master on an annual basis.
4 The ADA Coordinator's report shall include:

- 5 a. a report on Wal-Mart's efforts to provide reasonable
6 accommodations for qualified individuals with disabilities, including
7 the number of requests received and the number of requests granted
8 or denied;
9 b. a report on ADA training conducted;
10 c. a copy of any notice published in the Associate Handbook and any
11 Wal-Mart Today articles relating to reasonable accommodation or
12 ADA issues; and,
13 d. any other information the ADA Coordinator and the Special Master
14 agree should be included.

15 **VIII. ABOLITION OF THE MATRIX**

16 56. Within six (6) months of the date of entry of this Consent Decree, Wal-Mart
17 agrees to discontinue all use of the Matrix of Essential Job Functions ("Matrix") and shall
18 not utilize the Matrix or any substantially similar document in making any employment
19 decision for the duration of this Consent Decree.

20 57. Within six (6) months of the date of entry of this Consent Decree, Wal-Mart
21 agrees to take all reasonable steps to destroy all copies of blank Matrix forms at their
22 stores and distribution centers.

23 58. Within six (6) months of the date of entry of this Consent Decree, Wal-Mart
24 agrees to effectively disseminate the information about abolition of the Matrix to all of its
25 supervisors, managers, and hiring committee members, concurrent with the abolition of
26 the Matrix.

27

28

1 59. Within six (6) months of the date of entry of this Consent Decree, Wal-Mart
2 agrees to develop job descriptions for all jobs in its stores and distribution centers which
3 are job related and consistent with actual job requirements.

4 60. Wal-Mart agrees to, within fourteen (14) days of the entry of this Consent
5 Consent Decree, provide written notification to each managing official of each store and
6 distribution center, nationwide, of this Consent Decree and that: (1) the Consent Decree
7 requires the discontinuance of the Matrix within six (6) months; (2) the Matrix will be
8 discontinued within six (6) months and no longer utilized in any fashion for any purpose
9 after that date; and, (3) effective immediately, the Matrix should only be used after a
10 conditional offer of employment is made.

11 **IX. ADA POLICIES AND PROCEDURES**

12 61. Within six (6) months of the date of entry of this Consent Decree, Wal-Mart
13 agrees to replace its existing policies on the ADA with a consolidated policy which
14 complies with the ADA and which will be reviewed and critiqued in writing by the
15 Special Master. The ADA Policy will:

- 16 a. include internal ADA complaint procedures;
- 17 b. adopt a new policy and procedures for providing reasonable
18 accommodation for individuals with disabilities, which complies
19 with the ADA;
- 20 c. require Wal-Mart's managers to engage in the interactive process
21 required by the ADA for qualified individuals with disabilities to
22 determine an appropriate accommodation at the time a potential
23 employee applies for a position with Wal-Mart, after Wal-Mart hires
24 an employee, and during an employee's employment with Wal-Mart;
- 25 d. include the appeals procedures to the ADA Coordinator from any
26 denials of requests for reasonable accommodations; and,
- 27 e. explain that any decision about undue hardship in the provision of a
28 reasonable accommodation shall be made by the ADA Coordinator.

1 62. Wal-Mart shall effectively disseminate its new reasonable accommodation
2 procedures and ADA policy by:

- 3 a. posting an outline of the reasonable accommodations procedures and
4 ADA policy in a conspicuous place at each worksite, where the other
5 EEO and labor notices are posted;
- 6 b. effectively notifying all current employees of the new policies and
7 procedures;
- 8 c. providing written and/or oral notification to all applicants that Wal-
9 Mart follows a reasonable accommodation procedure, and that
10 reasonable accommodations are available and the method for
11 obtaining a reasonable accommodation;
- 12 d. explaining, in the next-published Wal-Mart Associate Handbook, that
13 Wal-Mart has established procedures for requesting a reasonable
14 accommodation detailed in a separate written policy that can be
15 accessed on Pipeline (Wal-Mart's Intranet site for communicating
16 with its employees) or by telephone request to the ADA Coordinator;
- 17 e. making a copy of the ADA policy and reasonable accommodation
18 procedures available on Wal-Mart's Pipeline;
- 19 f. including a notice of the new ADA policy and procedures on the
20 Manager's Workbench email with a reference to the Pipeline;
- 21 g. notifying all new employees of its new ADA policy upon the
22 employee's hire; and,
- 23 h. rescinding Wal-Mart's ADA Manual and the video Recruit the Best
24 with its attendant workbook.

25 **X. STAFF TRAINING AND DEVELOPMENT**

26 63. Within twelve (12) months of the entry of this Consent Decree, and on an
27 annual basis for the duration of this Consent Decree, Wal-Mart agrees to provide ADA
28 training for its management employees in stores and distribution centers, its personnel

1 managers, and any individual involved in the hiring process at a store or distribution
2 center. The annual ADA training shall include some interactive component.

3 64. Wal-Mart agrees to invite a Commission representative and the Special
4 Master to attend all ADA annual training sessions with reasonable notice.

5 65. Wal-Mart agrees to include the following topics in all annual ADA training
6 sessions:

- 7 a. an overview of the ADA, Wal-Mart's obligations under the ADA, and
8 applicant and employee rights under the ADA;
- 9 b. non-discrimination in hiring and recruitment;
- 10 c. reasonable accommodation in the application and hiring process;
- 11 d. procedures for addressing reasonable accommodation requests in the
12 application and hiring process;
- 13 e. examples of accommodations in the application and hiring process for
14 people with disabilities, including people who are deaf or hearing
15 impaired;
- 16 f. awareness of issues affecting employees and applicants who have
17 disabilities;
- 18 g. that any decision about undue hardship in the provision of a
19 reasonable accommodation shall be made by the ADA Coordinator;
- 20 h. Wal-Mart's commitment to meeting the requirements of the ADA;
21 and,
- 22 i. Wal-Mart's commitment to engage in the interactive process required
23 by the ADA for qualified individuals with disabilities to determine an
24 appropriate accommodation at the time a potential employee applies
25 for a position with Wal-Mart, after Wal-Mart hires an employee, and
26 during an employee's employment with Wal-Mart.

27 66. Wal-Mart agrees to provide in-depth ADA training to its Regional Personnel
28 Managers on an annual basis. Such training shall discuss the interplay between the ADA,

1 Worker's Compensation, and the Family and Medical Leave Act. The ADA Coordinator
2 or the Regional Personnel Managers shall then provide ADA training in the regions.

3 67. Wal-Mart agrees to develop a Computer-Based Learning Module addressing
4 the ADA, including the Reasonable Accommodation Process, within twelve (12) months
5 of the entry of this Consent Decree.

6 68. Wal-Mart agrees that, within twelve (12) months of the entry of this Consent
7 Decree, any employee who participates in the hiring process must first review a CBL
8 training module and pass a test on the Reasonable Accommodation Process before he/she
9 is allowed to participate in the hiring process. Certification of such training will be
10 retained at the employee's facility.

11 69. Wal-Mart agrees to include training for all employees on the ADA in new
12 hire orientation and other appropriate forums.

13 70. Wal-Mart may use some of its recent training tapes made in Arizona in
14 September, 2001, as part of the resolution of the contempt action in EEOC v. Wal-Mart
15 Stores, Inc., CIV 98-0276 TUC WDB (Ariz.), so long as the portions on the Matrix are
16 deleted.

17 71. All personnel who attend the annual ADA training shall sign an attendance
18 roster. The registry of attendance shall be retained by Wal-Mart for the duration of this
19 Consent Decree and reported to the Special Master with Wal-Mart's annual reports.

20 72. During the term of this Consent Decree, Wal-Mart shall submit all proposed
21 changes to its ADA Policy to the EEOC and the Special Master thirty (30) days prior to
22 the proposed implementation date of the proposed change. Wal-Mart agrees that it shall
23 discuss any objections the Commission or the Special Master may have with any proposed
24 change and attempt to resolve the objection prior to implementing the proposed change.

25 73. A Wal-Mart Executive Officer, or designee, shall make a videotape which
26 shall be shown to each Wal-Mart employee on an annual basis:

- 27 a. outlining Wal-Mart's commitment to complying with the ADA; and,
28 b. the value that individuals with disabilities bring to Wal-Mart.

XI. RECORD KEEPING

74. Wal-Mart shall retain all personnel records in accordance with 29 C.F.R. §1602.14.

XII. POSTING OF NOTICE

75. Within ninety (90) days of the entry of this Consent Decree, Wal-Mart will post the Notice attached as Exhibit G ("Notice II") in all stores and distribution centers located in the United States of America. Notice II will be posted in the same approximate locations as the other labor and employment postings for the duration of this Consent Decree. Notice II shall be the same type, size, and style as Exhibit G.

76. Within ninety (90) days of the entry of this Consent Decree, Wal-Mart will post a notice in a conspicuous location at every store and distribution center in the United States of America stating: "Please advise us if you need assistance in the application or hiring process to accommodate a disability. If you request, Wal-Mart will provide you a copy of its procedures for requesting a reasonable accommodation during the hiring process."

XIII. AUDITS

77. Whenever a Wal-Mart unit or facility, including a store or distribution center, undergoes an annual audit, or any special audit, involving any personnel procedures, the auditors will utilize a checklist developed by the ADA Coordinator.

78. Any audit that determines any unit or facility has been out of compliance with Wal-Mart's obligations under this Consent Decree, including reasonable accommodation procedures, will be referred to the ADA Coordinator. The ADA Coordinator will review any recommendations proposed by the auditors, including whether the managers at the unit or facility require additional training. The ADA Coordinator shall make additional or different recommendations, if s/he deems it appropriate.

79. The ADA Coordinator will compile a report of the audits referred to him or

1 her, including any recommendations for improvement, and will provide such reports to the
2 EEOC and the Special Master as part of the annual compliance report. The Commission
3 and Special Master may review the audit reports for the purpose of determining if there
4 has been non-compliance with this Consent Decree and, where such non-compliance is
5 determined, the Commission may take enforcement action consistent with this Consent
6 Decree and the ADA.

7 **XIV. PERFORMANCE EVALUATIONS**

8 80. Within six (6) months of the date of entry of this Consent Decree, Wal-Mart
9 shall institute a procedure which evaluates managers and applicable human resources
10 personnel on their compliance with the ADA and Wal-Mart's new ADA policy. Such
11 compliance will be measured by appropriate testing and other appropriate criteria which
12 shall be developed by the ADA Coordinator. Understanding of and compliance with Wal-
13 Mart's ADA procedures shall be a line item on the manager's standard performance
14 evaluation.

15 81. Wal-Mart agrees that the failure of any such Wal-Mart employee to
16 implement or enforce Wal-Mart's ADA policy should be reported and should result in
17 appropriate action against the employee.

18 **XV. COMPLIANCE**

19 82. Wal-Mart agrees to provide annual compliance reports within thirty (30)
20 days of the first anniversary of the entry date of this Consent Decree, and annually
21 thereafter, to the EEOC and the Special Master. Wal-Mart agrees to provide a report of
22 compliance including:

- 23 a. a report of all activities of the ADA Coordinator, including any
24 reports of approvals and denials of requests for reasonable
25 accommodation;
- 26 b. descriptions of all annual ADA training provided to any employee;
- 27
28 c. copies of all notices, Associate Handbooks, and Wal-Mart Today

- 1 articles relating to ADA issues; and,
2 d. reports of audits of facilities, with respect to compliance with Wal-
3 Mart's ADA procedures.

4 83. In the event that the Commission believes that Wal-Mart has failed to
5 comply with any provisions(s) of this Consent Decree, it shall:

- 6 a. notify Wal-Mart in writing of the alleged non-compliance by fax and
7 by overnight mail to both the ADA Coordinator, the counsel, and the
8 corporate officer who sign this Consent Decree on behalf of Wal-
9 Mart, using the fax numbers and addresses shown in connection with
10 their signatures below, and,
11 b. afford Wal-Mart forty-five (45) business days after service of such
12 notice to remedy the non-compliance.

13 84. If Wal-Mart has not remedied the alleged non-compliance within forty-five
14 (45) business days, the EEOC may petition the Court to enforce the terms of this Consent
15 Decree at any time during which this Court maintains jurisdiction over this action.

16 85. In the event the Court finds that Wal-Mart has violated this Consent Decree,
17 the Court may order appropriate relief to remedy the non-compliance, including attorneys'
18 fees, daily fines, and appropriate injunctive relief.

19 86. The parties shall bear their respective attorneys' fees and costs incurred in
20 this action up to the date of entry of this Consent Decree.

21 **XVI. DURATION OF CONSENT DECREE**

22 87. This Court shall retain jurisdiction of this action for a period of four (4)
23 years after entry of this Consent Decree. This Consent Decree shall expire by its own
24 terms at the end of four (4) years without further action by the parties.

25
26
27
28

1 ENTERED this 17th day of December 2001.

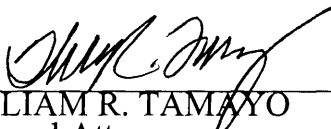
2
3
4 
5 HONORABLE GARLAND E. BURKELL JR.
6 UNITED STATES DISTRICT JUDGE


7 APPROVED AND CONSENTED TO THIS 12th DAY OF DECEMBER, 2001:


8 NICHOLAS M. INZEO
9 Acting Deputy General Counsel

10 GWENDOLYN YOUNG REAMS
11 Associate General Counsel

12 EQUAL EMPLOYMENT OPPORTUNITY
13 COMMISSION
14 1801 L Street, N.W.
15 Washington, D.C. 20507

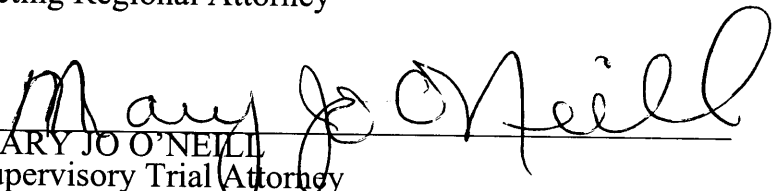
16 
17 WILLIAM R. TAMAYO
18 Regional Attorney

19 
20 JONATHAN T. PECK
21 Supervisory Trial Attorney

22 
23 LYNN E. PALMA
24 Senior Trial Attorney

25 EQUAL EMPLOYMENT OPPORTUNITY
26 COMMISSION
27 San Francisco District Office
28 901 Market Street, Suite 500
San Francisco, California 94103

1 C. EMANUEL SMITH
2 Acting Regional Attorney

3 
4 MARY JO O'NEILL
5 Supervisory Trial Attorney
6 EQUAL EMPLOYMENT OPPORTUNITY
7 COMMISSION
8 Phoenix District Office
9 3300 N. Central Ave., Suite 690
10 Phoenix, Arizona 85012
11 (602) 640-5044 (telephone)
12 (602) 640-5009 (facsimile)

13 Attorneys for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3 ROBERT K. RHOADS
4 Senior Vice President
5 General Counsel and Secretary
6 Wal-Mart Stores, Inc.
7 702 S.W. 8th Street
8 Bentonville, Arkansas 72716
9 (501) 273-4505 (telephone)
10 (501) 277-5991 (facsimile)
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

7
8
9 GREGORY S. MUZINGO
10 Senior Corporate Litigation Counsel
11 General Counsel and Secretary
12 Wal-Mart Stores, Inc.
13 702 S.W. 8th Street
14 Bentonville, Arkansas 72716
15 (501) 273-4505 (telephone)
16 (501) 277-5991 (facsimile)
17
18
19
20
21
22
23
24
25

EXHIBIT A

LIST OF OTHER PENDING EEOC ADA CASES

1. EEOC and Ruthie Gilmore v. Wal-Mart Stores, Inc., d/b/a Wal-Mart Distribution Center, No. C2-01-0094 (S.D. Ohio).
2. EEOC and Mary Baker v. Wal-Mart Stores, Inc., No. 01-5030 (W. D. Ark).
3. EEOC and Majorie Arbuckle v. Wal-Mart Stores, Inc., No. 01-075-A (E.D. Va.).
4. EEOC v. Wal-Mart Stores, Inc., No. 5:01-CV-90-BO(3) (E.D.N.C.).
5. EEOC v. Wal-Mart Stores, Inc., No. 98 C 7023 (N.D. Ill.).
6. EEOC and Michael Landers v. Wal-Mart Stores, Inc., No. 99-CIV-0453(Sc) (W.D. N.Y.).
7. EEOC v. Wal-Mart Stores, Inc., CIV 01-0381 ELM/RLP (D. N.M.).
8. EEOC v. Wal-Mart Stores, Inc., No. CV 01-1104 PHX PGR (D. Az).
9. EEOC v. Wal-Mart Stores, Inc., CV C-01-0255 CW (N.D. Cal.).
10. EEOC v. Wal-Mart Stores, Inc. d/b/a Sam's Wholesale Club, No. 4:01CV01421DJS (E.D. Mo.).
11. EEOC and James Bernard v. Wal-Mart Stores, Inc., No. 01-0869-DW (W. D. Mo).
12. EEOC v. Wal-Mart Stores, Inc., d/b/a Wal-Mart Distribution Center #6012; Wal-Mart Stores, Inc., CV EP-01-CA-0188- EP (W. D. Tex., El Paso Division).

EXHIBIT B

LIST OF DISTRIBUTION CENTERS

SEARCY, AR 72143-9719
PALESTINE, TX 75801
CULLMAN, AL 35055
FT. SMITH, AR 72903
BENTONVILLE, AR 72712
MT. PLEASANT, IA 52641
DOUGLAS, GA 31533
BROOKHAVEN, MS 39601
PLAINVIEW, TX 79072
LAURENS, SC 29360
LAURENS, SC 29360
NEW BRAUNFELS, TX 78130
SEYMOUR, IN 47274
SEARCY, AR 72143
LOVELAND, CO 80538
BROOKSVILLE, FL 34602
PORTERVILLE, CA 93257
GREENCASTLE, IN 46135
SUTHERLAND, VA 23885
GROVE CITY, OH 43123
MENOMONIE, WI 54751
RED BLUFF, CA 96080
WOODLAND, PA 16881-9300
HURRICANE, UT 84737
RAYMOND, NH 03077
BUCKEYE, AZ 85326
STATESBORO, GA 30458
OTTOWA, KS 66067
PALESTINE, TX 75801-1221
HERMISTON, OR 97838
MARCY, NY 13403
MIDWAY, TN 37809
HOPE MILLS, NC 28348
SHARON SPRINGS, NY 13459
BEDFORD, PA 15522
OLNEY, IL 62450
STATESBORO, GA 30458
WINTER HAVEN, FL 33881
NEW ALBANY, MS 38652
PAGELAND, SC 29728
CLARKSVILLE, AR 72830
TEMPLE, TX 76504
BENTONVILLE, AR 72716
LONDON, KY 40741
LOVELAND, CO 80538
BLOOMINGTON, MN 55438-2606
DAYTON, TX 77535
BENTONVILLE, AR 72716
GREENFIELD, IN 46140
SEARCY AR 72143
DESOTO, TX 75115
BENTONVILLE, AT 72716
MACON, GA 31206

EXHIBIT C

APPLICANT'S CLAIM FORM

Instructions: Please answer *every* numbered question to establish your claim. When asked to "explain" your answer, please provide as much information as possible. Please feel free to write on the back of this form or to add additional pages as needed.

If you are unsure of any information, particularly dates, please approximate and write "approx."

If you do not know the answer to some question, please answer with "I don't know".

Please complete and enclose a Wal-Mart Job Application. Even if you are no longer interested in working at Wal-Mart, the completed job application will be reviewed to determine whether you were qualified under Wal-Mart's non-discriminatory hiring standards.

1. Name:
2. Address:
3. Phone Number:
4. Social Security Number:
5. Did you complete and submit an application to work at a Wal-Mart Distribution Center at any time from 1994 through 1998?

_____ Yes _____ No

Complete the remaining portion of this form only if you answered "Yes" to Question # 5

6. At what Wal-Mart facility did you apply?
7. When did you apply?
8. What job or jobs did you apply for?

9. Were you offered a job by Wal-Mart?
10. If you were not offered a job at Wal-Mart, do you have any information or ideas about the reason you were not offered a job? Please explain.
11. If you were interviewed, was your medical, physical, or mental condition discussed in any way? (for example: any discussion about physical limitations that would affect your ability to do the job; or, any history of medical conditions, including worker's compensation claims). Please explain.
12. Do you think you were not offered a job by Wal-Mart based on information requested by Wal-Mart about your medical, physical, or mental condition during the application process? Please explain why you believe this?
13. What was your home address at the time you applied for a job at a Wal-Mart Distribution Center?
14. What was the next job you had after applying at a Wal-Mart Distribution Center? What city was it in? When did you start? What was your pay?
15. **Are you interested in being offered a job at a Wal-Mart Distribution Center?**
If you check no, it will not affect your eligibility for money or the amount of money to which you may be entitled. If you check yes, you will receive a letter informing you about the process for job interviews and placement on a priority hiring list.

_____ No, I am not interested in a job offer.

_____ Yes, I am interested in a job offer and want to receive more information about the process.
What Distribution Center are you interested in being given priority consideration for a job? _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____
Claimant

Date

You should receive a notice informing you whether you are initially determined to be either:

- (1) ineligible and the process for objecting to this decision; or,
- (2) potentially eligible to receive money, which will be determined later; or,
- (3) potentially eligible to receive money **and** because you indicated on this form that you are interested in a job at a distribution center, that your claim form, including job application will be forwarded to Wal-Mart for further processing.

NOTE: In order for you to receive any benefit from the settlement of this lawsuit, you may be required to provide additional information.

BEFORE YOU MAIL YOUR CLAIM, PLEASE CHECK TO MAKE SURE YOU:

Answered EVERY numbered question.

Signed your claim application.

Wrote today's date next to your signature.

Completed and enclosed a Wal-Mart job application.

EXHIBIT D

LOCATION OF D. DISTRIBUTION CENTER

Our People Make the Difference

AlwaysSM

EOE/MF

This application for employment will not be considered unless fully completed

Last Name		First Name		Middle Name		Social Security Number	
Street Address							
City, State, and Zip Code				Telephone Number		Alternate Telephone	
Yes <input type="checkbox"/> No <input type="checkbox"/> IF YES:		Location		Dates of employment			
Have you ever been employed by Wal-Mart or any of its subsidiaries?		Reason for leaving		Name Employed Under If Now Different			
List all positions for which you would like to be considered				Rate of pay expected		Date you can start work	
List relatives employed by Wal-Mart, how related and where they work. (If you live in California, do not answer this question.)							
Are you 18 years of age or older?				Type of employment you are seeking. Peak time <input type="checkbox"/> Full time <input type="checkbox"/>			
Yes <input type="checkbox"/> No <input type="checkbox"/>				NOTE: Peak time is less than 28 hrs/wk.			
If under 18, applicant will be required to submit a birth certificate or a work certificate as required by the state or federal laws.				Can you, after employment, submit verification of your legal right to work in the United States?			
				Yes <input type="checkbox"/> No <input type="checkbox"/>			
Check the highest level or equivalent completed:							
Elementary School		High School		College / Tech		Are you currently a student?	
<input type="checkbox"/> or less		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	
8		9 10 11 12		1 2 3 4			
Name of college, university or vo-tech attended:							

YOU CAN TOO!

WAL-MART

SAM'S
CLUBWAL-MART
SUPERCENTER

Please Print:

First Name

Last Name

EMPLOYMENT HISTORY - List entire employment history, starting with your present employer. For any unemployed or self-employed periods show dates and location. (Attach additional sheets if necessary.)

Company Name: _____ Address: _____ City / State / Zip: _____ Phone #: _____	Your Job: _____ Supervisor's name: _____ From: _____ To: _____ Dates Employed	Last Pay Rate: _____ Reason for Leaving _____ _____
Company Name: _____ Address: _____ City / State / Zip: _____ Phone #: _____	Your Job: _____ Supervisor's name: _____ From: _____ To: _____ Dates Employed	Last Pay Rate: _____ Reason for Leaving _____ _____
Company Name: _____ Address: _____ City / State / Zip: _____ Phone #: _____	Your Job: _____ Supervisor's name: _____ From: _____ To: _____ Dates Employed	Last Pay Rate: _____ Reason for Leaving _____ _____

- If currently employed, may we contact your employer? Yes ☐ No ☐

AVAILABILITY - To help us consider you for a job that matches your availability, please tell us the earliest time and the latest time you can work each day.

Day	Earliest Time	Latest Time
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Check if you are available to work:

Days ☐ Evenings ☐ Nights ☐ Saturday ☐ Sunday ☐

IMPORTANT- We are glad you are interested in joining the Wal-Mart family. Please read the following statements carefully before you sign and return this application.

The company, in considering my application for employment, may verify the information set forth on this application and obtain additional background information relating to my background. I authorize all persons, schools, companies, corporations, credit bureaus and law enforcement agencies to supply any information concerning my background. *I have read, understand, and agree to this statement, (please initial here.)*

I understand that Wal-Mart Stores, Inc. has a commitment to maintain an alcohol / drug-free workplace and that Wal-Mart, unless prohibited by state law, requires a drug screening test as a part of its selection and hiring process. I understand that such drug screening will consist of the testing of a urine sample or other medically recognized test designed to detect traceable amounts of a controlled substance in my body. If any detectable amounts are found in my body, a second test, approved by the NIDA will be performed on the same specimen. If the results of the second test are also positive, I will be disqualified from consideration for employment and any offer of employment withdrawn. I further understand and agree that if I am employed, I may be required to submit to alcohol/drug testing under certain circumstances during my employment. *I have read, understand, and agree to the statement above, (please initial here.)*

I certify that the information on this application is correct and I understand that any misrepresentation or omission of any information will result in my disqualification from consideration for employment or, if employed, my dismissal. I understand that this application is not a contract, offer, or promise of employment and that if hired I will be able to resign at any time for any reason. Likewise, the company can terminate my employment at any time with or without cause. I further understand that no one other than the President of Wal-Mart Stores, Inc., or Vice President of its People Division has the authority to enter into an employment contract or agreement with me, and that my at-will employment can be changed only by a written agreement signed by the President of Wal-Mart Stores, Inc. *I have read, understand, and agree to this statement, (please initial here.)*

I understand that this application is good only for sixty (60) days from today's date. If I still desire a position with the company after this application expires, it will be my responsibility to fill out a new application and file it with the company. Otherwise, the company will not consider me for employment after this application expires.

Date of Application _____

Signature as shown on Social Security Card _____

In Washington, list only convictions which occurred within the last 7 years and convictions for which you were released from prison within the last 7 years.
In Hawaii, do not answer the following questions.

- Have you ever been convicted of a felony? Yes ☐ No ☐
- Have you ever been convicted of any type of theft or fraud or a violent crime? Yes ☐ No ☐

If yes, on a separate sheet, identify the crime for which you were convicted, the date of the conviction and the location of the court in which you were convicted. Please provide any details you feel are relevant. Conviction of a crime will not automatically disqualify you from consideration for employment, but will be considered as part of an overall evaluation of your qualifications.

List two (2) people (no relatives) you have worked with and whom we may contact for a reference if necessary

Name: _____	
Occupation: _____	
Phone # _____	Street: _____
	City: _____ State: _____
Name: _____	
Occupation: _____	
Phone # _____	Street: _____
	City: _____ State: _____

EXHIBIT E

**IF YOU APPLIED FOR A JOB AT A
WAL-MART DISTRIBUTION CENTER
BETWEEN 1994 - 1998 YOU MAY BE
ENTITLED TO MONEY AND/OR A JOB OFFER**

**NOTICE OF SETTLEMENT FOR APPLICANTS AT
WAL-MART DISTRIBUTION CENTERS
DURING CALENDAR YEARS 1994 through 1998**

Wal-Mart Stores, Inc. has reached an Agreement with the Equal Employment Opportunity Commission (EEOC), the federal agency responsible for enforcing federal employment discrimination statutes.

It is illegal under the Americans with Disabilities Act (ADA) for an employer to ask disability related questions before making a job offer.

Wal-Mart, in the past, sought disability related information from job applicants before Wal-Mart made a conditional offer of employment.

All persons who believe they were rejected for employment because Wal-Mart requested information about their medical condition or disability may be entitled to money damages and/or a job offer.

If you believe you did not receive a job offer from a Wal-Mart Distribution Center for this reason, you may request a Claim Form and obtain further information at:

1-866-513-8206

or

www.eeocwalmart.com

**CLAIMS MUST BE FILED
NO LATER THAN MARCH 1, 2002.**

EXHIBIT F

TOP FIFTY MAJOR METROPOLITAN NEWSPAPERS

<u>STATE</u>	<u>NEWSPAPER</u>	<u>CIRCULATION</u>
CA	Los Angeles Times	1,384,688
	New York Times National Edition	1,671,245
NY		
IL	Chicago Tribune	1,700,236
PA	Philadelphia Inquirer	811,909
DC	Washington Post	1,085,060
MI	Detroit Free Press	764,591
TX	Houston Chronicle	736,212
GA	Atlanta Journal-Constitution	679,198
MA	Boston Globe	710,256
TX	Dallas Morning News	781,959
CA	Riverside Press-Enterprise	175,910
AZ	Arizona Republic	584,000
CA	San Diego Union Tribune	451,291
MN	Minneapolis Star Tribune	674,346
CA	Orange County Register	415,000
	Ny Nassau-Suffolk Newsday (NY)	622,109
NY		
MO	St Louis Post Dispatch	500,397
MD	Baltimore Sun	471,389
WA	Seattle Times	175,795
FL	St Petersburg/Tampa Times	431,320
PA	Pittsburgh Post Gazette	417,815
OH	Cleveland Plain Dealer	484,034
FL	Miami Herald	448,807
CO	Denver Post	568,560
NJ	Newark Star Ledger	605,433
CA	San Francisco Chronicle	557,000
MO	Kansas City Star	400,000
OH	Cincinnati Enquirer	319,516
TX	Ft. Worth Star Telegram	334,773
FL	Orlando Sentinel	251,051
CA	Sacramento Bee	357,408
TX	San Antonio Express News	371,506
	Las Vegas Review Journal and Sun	224,182
NV		
FL	Ft Lauderdale Sun Sentinel	372,000
IN	Indianapolis Star	362,193
VA	Norfolk Virginian - Pilot	234,575

WI	Milwaukee Journal Sentinel	461,000
OH	Columbus Dispatch	381,412
NC	Charlotte Observer	298,039
NJ	Bergen-Passaic Record	237,916
	New Orleans Times	
LA	Picayune	309,274
UT	Salt Lake City Tribune	162,880
OR	Portland Oregonian	429,580
NC	Greensboro News & Record	114,207
	Nashville Tennessean and	
TN	Leaf Chronicle	280,104
NY	Buffalo News	326,267
CT	Hartford Courant	296,505
NC	Raleigh News & Observer	207,437
	Memphis Commercial	
TN	Appeal	244,152
	Jacksonville Florida Times	
FL	Union	237,603
		25,122,140

EXHIBIT G

NOTICE OF NON-DISCRIMINATION

This Notice is being posted pursuant to a Consent Decree voluntarily entered into by Wal-Mart Stores, Inc. ("Wal-Mart") and the Equal Employment Opportunity Commission ("EEOC") in connection to the settlement in the case entitled EEOC v. Wal-Mart Stores, Inc., No. S99-0414 GEB DAD (E. D. Cal.).

The EEOC lawsuit alleged that Wal-Mart violated the Americans With Disabilities Act ("ADA") by making illegal disability related medical inquiries before job offers were made from 1994-1998.

Under the terms of the Consent Decree, Wal-Mart will:

1. Not engage in any employment practice which violates the ADA;
2. Not retaliate against any person who exercises his or her rights under the ADA;
3. Make monetary payments to individuals were harmed by Wal-Mart;
4. Provide nationwide training to all managers and supervisors and people involved hiring committees concerning the requirements of the ADA;
5. Hire an ADA Coordinator;
6. Revise ADA Policies and Procedures;
7. Appoint a Special Master;
8. Abolish the use of the Matrix;
9. Post this Notice;
10. Perform ADA Audits;
11. Include ADA compliance in supervisors' and managers' performance evaluations; and
12. Maintain and provide employee record information to the EEOC.

Federal law prohibits covered employers from discriminating against any employee or applicant for employment on the basis of disability, sex, race, color, national origin, or age, and from retaliation. Should you have any complaints of discrimination or retaliation, you can contact the EEOC. EEOC charges no fee for their services and has employees who speak languages other than English.

Dated: _____

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for four (4) years from the date shown above and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the U.S. Equal Employment Opportunity Commission, 1-800-669-4000 or TTY 1-800-669-6820.

United States District Court
for the
Eastern District of California
December 18, 2001

* * CERTIFICATE OF SERVICE * *

2:99-cv-00414

Equal Employment

v.

Wal-Mart Stores Inc

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on December 18, 2001, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

Lynn Palma
Equal Employment Opportunity Commission
San Francisco District Office
901 Market Street
Suite 500
San Francisco, CA 94103

SF/GEB

John C Fox
Fenwick and West
Two Palo Alto Square
Suite 800
Palo Alto, CA 94306

Kelly Borelli
Murphy Austin Adams Schoenfeld LLP
PO Box 1319
1000 G Street
Third Floor
Sacramento, CA 95812-1319

Gregory S Muzingo
PRO HAC VICE
Wal-Mart Stores Inc
702 Southwest Eighth Street
Bentonville, AR 72716-8313

Jack L. Wagner, Clerk


by: Deputy Clerk